

Kenyans in Milwaukee.

BYLAWS

ARTICLE 1: ORGANIZATION & OFFICES

1. **Organization.** Kenyans In Milwaukee, Inc. (hereinafter “Kenyans In Milwaukee”) is a Non-Profit Corporation, complying with the purposes permitted by Wis. Stat. §181.03 and §501(c) (3) of the Internal Revenue Code of 1986 (as amended).
2. **Principal Purpose.** *The Kenyans In Milwaukee group endeavors to promote their rich Kenyan culture through the celebration historic Kenyan holidays and events, support members in times of need, network, and provide a forum for collaboration, development and connection with communities in the greater Milwaukee area, as well as other Kenyans in the Diaspora.*
3. **Fiscal Year.** Kenyans In Milwaukee’s fiscal year shall begin on January 1 and culminate on December 31 of each calendar year.
4. **Annual Meeting.** Kenyans In Milwaukee’s annual general meeting shall take place at the end of the fiscal year.

ARTICLE 2: BOARD OF DIRECTORS

5. Board Members.

- 5.1. **Number of Directors.** A minimum of 4 (four) and a maximum of 7 (seven), as determined by the Board to serve a term of one (1) year. Officers may serve a term of two (2) years. The Board shall be responsible for the operation and management of Kenyans In Milwaukee’s business affairs.
 - 5.1.1. The number of directors may also be increased or decreased by the Board with the caveat that any action to affect such increase above the maximum or decrease below the minimum *shall require the vote of at least two-thirds of all directors.*
 - 5.1.2. No decrease in number shall shorten the term of any director in office.
- 5.2. **Qualification.** Every director must be:
 - 5.2.1. In good standing—i.e. meets financial and other obligations.
 - 5.2.2. Each director shall demonstrate knowledge of the mission and vision of Kenyans In Milwaukee. In addition, each director shall be dedicated to advancing the principal purpose of Kenyans In Milwaukee referenced in article 1 above.

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5.2.3. *Other.* Directors holding any other office or affiliated with any other organization(s) serve in an individual capacity, in their own right, and not as a representative of any interest or group other than Kenya In Milwaukee.

5.2.4. *Other.* At the end of the second year, the Board shall nominate eligible candidates for consideration after the expiring term. A “*Nominating Committee*” shall provide the list of names to the Board Secretary at least sixty (60) days before the annual meeting of the Board of Directors. The Secretary shall also notify the Board and provide the list prior to the annual meeting.

6. Powers. As mandated by Wis. Stat. §181.04 and the limitations of the corporation’s Articles of Incorporation and Bylaws, all corporate powers of the corporation shall be exercised by, or under the authority of the Board of Directors (hereinafter, “Board”). The Board shall meet quarterly each fiscal year. The Board’s powers are:

- 6.1. To conduct, manage and control the business affairs of Kenya In Milwaukee, to make rules and regulations consistent with law, Articles of Incorporation, and Bylaws, as the board may deem appropriate and in the best interest of the Kenya In Milwaukee.
- 6.2. To designate a location for the holding Board Meetings – with a minimum of five days notice.
- 6.3. To change the principal office for the transaction of its business, at its discretion and in the best interest of Kenya In Milwaukee.
- 6.4. To authorize the creation of a “Corporate Seal” and to adopt the use of such seal in compliance with the law, Articles of Incorporation, and Bylaws. The board shall also have the authority to alter the form and design of the Seal at its discretion and in the best interest of Kenya In Milwaukee.
- 6.5. To borrow money and incur indebtedness; to cause to be executed and delivered, in the corporation’s name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, or evidence of debt, and securities thereof, for the primary purpose of benefiting Kenya In Milwaukee’s mission.
- 6.6. To manage all funds and property, real and personal, received and acquired by the corporation, and to distribute, loan or dispense the same of the income and profits, as the board may deem appropriate and in the best interest of Kenya In Milwaukee.
- 6.7. To create such trusts, foundations, and subsidiaries, as the board shall deem necessary and to appoint the trustees, directors, or other governing officials of such legal entities, at the Board’s discretion and in the best interest of Kenya In Milwaukee.

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7. Notice of Meetings. Regular Board meetings require two week (2) written or oral notice of the time, date, and location of the meeting.

8. Voting. A quorum is essential to the voting procedure. Therefore, every action or decision made by a majority of the directors present at a meeting shall be regarded as the act of the entire board and shall be binding. Each director present shall be entitled to one (1) vote. Voting by Proxy shall be permitted.

8.1. Conference Call. A director may participate in any Board Meeting by Conference Call. Participation in a meeting in this manner constitutes the presence of the director at the meeting.

8.2. Presumption of Assent. A director who is present at any Board or Committee Meeting is presumed to have assented to business matters unless a dissent is recorded in the Meeting Minutes by the Board Secretary. However, a director who is absent from a Board or Committee meeting is presumed to have concurred to a corporate or business matter unless the Director files a dissent with the Board Secretary within 10 business days after obtaining knowledge of the action | business matter undertaken.

9. Consent.

9.1. Unanimous Written Consent. Any action required or permitted by the Board of Directors may be taken without a meeting and have the same force and effect as if taken by a unanimous vote of directors, if authorized by writing signed individually or collectively by all directors. Such consent shall be filed with the regular minutes of the Board.

10. Term of Office.

10.1. Regular Term. [1yr] minimum term unless terminated by death, incapacity, resignation or removal—in accordance with Kenya In Milwaukee Bylaws.

10.2. Successive Term. Directors may be elected or appointed to *no more than three (3) successive terms*. Caveat: A director who has served all or part of three successive terms shall be ineligible for re-election for one (1) year.

10.3. Expiration of Term. All directors shall hold office until the expiration of the term and until a successor has been elected unless the director resigns or is removed.

10.3.1. Any director may resign from office at any time by giving written notice to any officer of Kenya In Milwaukee.

10.3.2. Any director may be removed with or without cause by two third majority vote.

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11. Vacancy. A vacancy in the Board of Director exists in the event of death, incapacity, resignation or removal of any director. At the beginning of each Fiscal Year, the Board shall hold an Annual Meeting to fill vacancies on the Board and to elect Officers. In addition, other business may be transacted at the Annual Meeting as long as proper notice is give.

11.1. **Filling Vacancies.** Any vacancy may be filled by a majority vote.

11.1.1. A director chosen to fill a vacancy shall serve for the balance of the unexpired term of the vacant office.

11.1.2. If the Board of Directors accepts the resignation of a director, tendered to take effect at a future time, the Board may elect a successor to take office when the resignation becomes effective for the balance of the unexpired term of the resigning director.

11.1.3. However, the Board has the power to fill or leave unfilled, until the next election. All vacancies occurring on the Board, including those created by an authorized increase in the number of directors.

11.1.4. In the event that the Board decides not to fill a vacancy for a director whose office is subject to election by the voting membership, the President may call a special meeting of the voting members to elect such director. In the event that less than a quorum of the Board remains to fill vacancies, then a vote of one hundred percent of the remaining directors shall be required to fill any vacancy.

11.1.5. *Other. Special Meetings.* Special Meetings of the Board of Directors for any purpose(s) may be called at any time by the Board President, or, if the President is absent or unable or refuses to act, by one-third (a) of the directors then in office. The Board Secretary shall notify the Board of any “Special Meetings” on behalf of the Board President.

ARTICLE 3. OFFICERS

12. Authority. All officers are subordinate to the Board of Directors and the Board President.

13. Charter Directors.

13.1.1. The Board of Directors shall appoint a President, a Vice President, Secretary and a Treasurer, and may appoint one or more Vice-Presidents, Assistant Secretaries, Assistant Treasurers, and such other officers at its discretion. The position of President, Vice President, Secretary, and Treasurer shall only be filled by Board members in good standing.

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13.1.2. Any two or more offices may be held by the same person except the offices of President, Secretary, and Treasurer, and Vice President.

13.1.3. The Board President and the Vice President, if any, must also be a director of the Corporation.

13.1.4. Each officer shall hold office until a successor is elected and qualified, or until the officer's resignation, death or removal. Any officer may resign or be removed during their term in office by majority vote. In that event, the removal shall terminate all authority of the officer, except any rights to reimbursement for expenses incurred as an officer of Kenya In Milwaukee.

13.1.5. Vacancies in offices shall be filled by election by the Board of Directors in accordance with Article 2 above.

14. Board President. The Board President, subject to the direction and under the supervision of the Board of Directors, shall oversee the business affairs of the Organization. The Board President shall preside at all meetings of the Board of Directors, shall appoint committee chairs in accordance with these Bylaws and shall perform other duties as mandated by his or her position and/or the Board of Directors, in the best interest of the Organization.

15. Vice President. At the request of the Board President, or in the President's absence or disability, the Vice President shall perform all the duties of the President. While acting in this capacity, the Vice President shall be limited by the oversight of the Board of Directors and/or these Bylaws.

16. Secretary. The Secretary shall:

16.1. Keep the official seal of Kenya In Milwaukee at his or her principal place of business

16.2. Record Meeting Minutes

16.3. Record the names and addresses of each Director/Officer

16.4. Keep copies of all official and legal documents on behalf of Kenya In Milwaukee

16.5. Perform other duties as deemed necessary | required by law, the Board of Directors or these Bylaws.

17. Treasurer. The Treasurer shall:

17.1.1. Accurately record all accounts, receipts, disbursements made by Kenya In Milwaukee. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of Kenya In Milwaukee, shall be signed by the Treasurer.

17.1.2. Record an inventory of assets.

17.1.3. Deposit all money and other securities in such depositories as may be designated by the Board.

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- 17.1.4. Disburse Kenyans In Milwaukee funds as ordered by the President or the Board of Directors
- 17.1.5. Prepare all statements and reports required by law, by the President or by the Board of Directors, including filing the 990. At the expiration of term, the Treasurer shall take appropriate steps to transition financial accounts and signature cards to his or her successor.
- 17.1.6. Perform other duties and responsibilities as assigned by these Bylaws, the Board of Directors, or the Board President.

18. Salaries. Officers shall serve without compensation but shall be reimbursed by the Treasurer for reasonable expenses incurred while performing Board duties. Any reimbursements require proof of expenditures | receipts. In addition, any subsequent or future reimbursements of Directors or Officers for services performed in these capacity shall be determined in accordance with Wis. Stat. §181.19 absent personal | conflict of interests.

ARTICLE 4: DONATIONS

19. Revenue generation. At the discretion of the Board may raise revenue through fund- raising activities and donations. Donations include bequests and devises of deceased persons. All donations, unless designated for a specific purpose, shall be used for such purposes as the Board may direct; and in the absence of any direction by the Board, may be used for Kenyans In Milwaukee’s operating expenses. All donations are governed by these Bylaws. In addition, the Executive Director, in collaboration with the Board of Directors, shall have the authority to determine salaries of the Organization’s staff.

20. Segregation of Funds. No donation shall be separately invested or held unless the donor so directs, or it is necessary in order to follow any other direction by the donor as to purpose, investment or administration, or in order to prevent tax disqualification, or is required by law. However, the Board may segregate any funds at its discretion. Directions for naming a fund as a memorial or otherwise may be satisfied by keeping under such name internal bookkeeping accounts reflecting appropriately the interest of such fund in each common investment.

21. Improper Donor Directions. If any direction by the donor, however expressed, would, if followed, result in the use of any donation or fund contrary to the purposes of Kenyans In Milwaukee, or if the Board is advised by counsel that there is a substantial risk of such result, the direction shall not be followed, but shall be varied by the Board so far as necessary to avoid such result, except that if a donor has clearly stated that compliance with the direction is a condition of such donation, then the donation shall not be accepted in case of such advice unless an appropriate judicial or administrative body first determines that the condition and

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direction need not be followed. Reasonable charges and expenses of counsel for such advice and proceedings shall be proper expenses of administration.

22. Changed Circumstances. Whenever the Board decides that conditions or circumstances have changed since a direction by the donor as to purpose, or as to manner of distribution or use, that literal compliance with the direction is unnecessary, undesirable, impractical or impossible, or the direction is not consistent with Kenyans In Milwaukee's purposes, *it may, by affirmative vote of two-thirds (b) of the directors, order such variance from the direction and such application of the whole or any part of the principal or income of the fund to other charitable purposes, as in its judgment will then more effectively serve such needs.* Similarly, whenever the Board decides that a donor's directions as to investment or administration have, because of changed circumstances or conditions or experience, proved impractical or unreasonably onerous, and impedes effectual serving of such needs, the Board may likewise order a variance from such directions to the extent, in its judgment, necessary.

23. Charitable Trusts. If a donation is made to Kenyans In Milwaukee by means of any charitable trust or charitable trust instrument, the payments to or use by Kenyans In Milwaukee shall be regarded as Kenyans In Milwaukee's funds only.

24. Board Determinations. The Board shall, at its discretion, determine:

- 24.1.1. All distributions to be made from net income and principal of each fund pursuant to these Bylaws and any applicable donor's directions and make payments to organizations or persons to whom payments are to be made, in such amount and at such times and with such accompanying restrictions, if any, it deems necessary to assure use for the charitable purposes and in the manner intended.
- 24.1.2. All disbursements to be made for administrative expenses incurred by the Board and direct the respective officers and funds to be charged.
- 24.1.3. Disbursements for proper administrative expenses incurred by the Board, including salaries for such professional and other assistance, shall be directed to be paid as far as possible, first from any funds directed by the donor for such purpose, and any balance out of other Kenyans In Milwaukee funds.
- 24.1.4. *Distributions of Principal.* Determinations may be made to distribute all or part of the principal from funds donated without directions as to principal or income, as well as pursuant to directions expressly permitting the use of principal. The Board shall in such circumstance inform Kenyans In Milwaukee's investment manager, if any, as far in advance as the Board deems practicable so as to permit the investment manager to adjust its investment policies accordingly and may, upon being advised as to how the

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desired distribution and any necessary liquidation of investments can most economically be accomplished, adjust its directions for distribution accordingly.

ARTICLE 5: PROHIBITED ACTIVITIES

- 24.1.5. **Actions Jeopardizing 501 (c) (3) Status.** No participation in any activities contrary to § 501(c)(3) of the Internal Revenue Code of 1986 (as amended) is authorized.
- 24.1.6. **Private Inurement.** No part of the net income or net assets shall inure to the benefit of, or be distributable to, Kenyans In Milwaukee's directors, officers, members or other private persons. However, Kenyans In Milwaukee shall pay its staff for performing services | engaging in social entrepreneurship activities, and make payments and distributions in furtherance of its tax exempt purposes.
- 24.1.7. **Non-Discrimination.** In the conduct of all aspects of its activities, Kenyans In Milwaukee Organization shall not discriminate on the grounds of race, color, national origin or gender.
- 24.1.8. **Prohibited Acts.** Kenyans In Milwaukee shall not engage in any act of self-dealing as defined in Internal Revenue Code §4941(d); the Organization shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Code §4942; the Organization shall not own any excess business holdings that would subject it to tax under Code §4943; the Organization shall not make any investments in such manner as to subject the Corporation to the tax imposed by Code §4944; and the Organization shall not make any taxable expenditures as defined in Code §4945(d).

ARTICLE 6. CONFLICTS OF INTEREST

- 25. Conflicts of Interest.** A conflict of interest occurs when a person under a duty to promote the interests of the Corporation (a "fiduciary") is in a position to promote a competing interest instead. Fiduciaries include all Corporation employees, directors, officers, and members of any Corporation committee. Conflicts of interest are likely to arise whenever:
- a. A fiduciary has a personal interest in a vendor of goods or services to the Corporation;
 - b. Kenyans In Milwaukee's employees are loaned to other organizations, or the employees of another organization are loaned to this Corporation;

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c. Kenya In Milwaukee's fund-raisers give financial advice to donors; or

25.1. Project funding requests are submitted by a potential or actual grant recipient with which a fiduciary is connected.

25.2. *NB. Undisclosed or unresolved conflicts of interest are a breach of the duty to act in the best interests of the Kenya In Milwaukee.*

26. Conflicts of Interest. All conflicts of interest must be disclosed to the Board. After disclosure is made, the individual with a conflicting interest must not participate in judging the merits of that interest. The individual must abstain from voting on, or recommending a course of action with respect to the situation giving rise to the conflict. When these procedures are followed, the conflict of interest has been properly discharged.

27. Preventing Conflicts of Interests. The Board shall encourage all fiduciaries to prevent conflicts of interest where possible through the guidelines below:

A. Fiduciaries should not enter into self-dealing relationships with the Kenya In Milwaukee as a vendor.

B. Fiduciaries should not accept anything but gifts of insubstantial value (*\$50 or less*) from vendors.

C. The lending of employees to, or acceptance of loaned employees from, other organizations should be avoided. If done, however, a clearly drafted contract defining wages, responsibilities, indemnification and conditions of employment is required.

D. Fundraisers should be advised not to recommend that making any donation to Kenya In Milwaukee is in the best interests of a donor.

E. Financial, tax, and legal aspects of giving to Kenya In Milwaukee should be discussed with a donor only when the donor has independent financial, tax or legal counsel present.

F. Donors who plan to make a sizeable gift in response to a personal solicitation should be encouraged to act only with the advice of independent counsel.

28. A fiduciary should not participate in any way to submit, review, process or make a recommendation concerning a funding proposal on behalf of any potential or actual grant

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recipient which employs him or her or with which the fiduciary is affiliated or related, or concerning a funding proposal for a project in which the fiduciary will participate.

29. Litigation. The Corporation shall not be a voluntary party in any litigation without the prior written approval of the Board of Directors.

ARTICLE 7: OTHER FINANCIAL MATTERS

30. Property of the Corporation. The title to all property, both real and personal, shall be vested in the Corporation.

31. Dedication of Assets. This Corporation does not contemplate pecuniary gain or profit to the members thereof except as provided by law under §501(c)(3) of the Internal Revenue Code of 1986, as amended. The property of this Corporation is irrevocably dedicated to tax exempt purposes under §501(c)(3) and no part of the net income or assets of this organization shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private persons.

32. Disposition Upon Dissolution. Upon the dissolution or winding up of the Corporation, or in the event it shall cease to engage in carrying out the purposes and goals set forth in these Bylaws, all of the business, properties, assets and income of the Corporation remaining after payment, or provision for payment, of all debts and liabilities of this Corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for tax exempt purposes which are reasonably related to the purposes and goals of this Corporation, as may be determined by the Board of Directors of this Corporation in its sole discretion, and which has established its tax exempt status under §501(c)(3) of the Internal Revenue Code of 1986, as amended. In no event shall any of the business, properties, assets or income of this Corporation, in the event of dissolution thereof, be distributed to the directors, members or officers, either for the reimbursement of any sums subscribed, donated or contributed by the same, or for any other purposes.

33. Contracts. The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of Kenyans In Milwaukee. Such authority may be general or confined to a specific instance. Unless authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or render it peculiarly liable for any purpose or to any amount. When the execution of any contract or other instrument has been authorized by the Board without specification of the executing officer, the chairman, either alone or with the

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Secretary or any Assistant Secretary, may execute the same in the name of, and on behalf of, the Corporation, and any such officer may affix the corporate seal (if any) of the Corporation.

34. Auditing of Accounts. The accounts of each fund shall, without revealing the identity of any donor who directed anonymity at the time of the donation, be audited in accordance with generally accepted auditing practices by an independent auditor appointed or approved by the Board.

35. Financial Statements and Reports. An independent auditor appointed or approved by the Board shall, at such time as the Board determines, shall prepare a financial statement, including a statement of combined capital assets and liabilities, a statement of revenues, expenses and distributions, a list of projects and/or organizations to or for which funds were used or distributed for charitable purposes, and such other additional reports or information as may be ordered from time to time by the Board. The auditor shall also prepare such financial data as may be necessary for returns or reports required by state or federal government to be filed by Kenya In Milwaukee. The auditor's charges and expenses shall be proper expenses of administration.

36. Limitations on Debt. No debt shall be incurred by Kenya In Milwaukee beyond the accounts payable incurred by it as a result of its ordinary operating expenses, and no evidence of indebtedness shall be issued in the name of the Corporation unless authorized by the Board. *[Specifically, without limitation, no loan shall be made to any officer or director of the Corporation. Any director or officer who assents to or participates in the making of any such loan shall be liable, in addition to the borrower, for the full amount of the loan until it is fully repaid.]*

37. Liability of Directors and Officers. No director or officer of the Corporation shall be personally liable to its creditors or for any indebtedness or liability and any and all creditors shall look only to the Corporation's assets for payment. Further, neither any officer, the Board nor any of its individual members, shall be liable for acts, neglects or defaults of an employee, agent or representative selected with reasonable care, nor for anything the same may do or refrain from doing.

38. Liability of Members. No member of the Corporation shall be personally liable to its creditors or for any indebtedness or liability and any and all creditors shall look only to the Corporation's assets for payment.

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39. Property Interests Upon Termination of Membership. Members have no interest in the property, assets or privileges. Cessation of membership shall operate as a release and assignment to Kenya In Milwaukee of all right, title and interest of any member, but shall not affect any indebtedness of the Corporation to such member.

ARTICLE 8. COMMITTEES

40. The Board shall determine Standing or Ad hoc Committees at its discretion. In addition, the Board shall appoint members to the committees but the chair of each committee must also be a Board member.

41. Committee Powers. All committees shall act by majority vote, unless otherwise prescribed by the Board of Directors. Committee members shall be appointed for one-year terms.

42. Limitations. Except as determined by these Bylaws or the Board—by written resolution, the function of any committee is as an Advisory Group to the Board of Directors. No member of any committee, without written consent of the Board of Directors, has the authority to purchase, collect funds, open bank accounts, and implement policy. All such powers are expressly reserved to the Board of Directors and the officers.

ARTICLE 9: INDEMNIFICATION

43. Non-derivative Actions. Subject to all of the other provisions of this Article, the Corporation shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, formal or informal (other than an action by or in the right of the Corporation), by reason of the fact that the person is or was a director or officer of the Corporation, or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including actual and reasonable attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the Corporation or its members and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

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- 44. Derivative Actions.** Subject to all of the provisions of this Article, the Corporation shall indemnify any person who was or is a party to or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses (including attorney fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation or its members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.
- 45. Expenses of Successful Defense.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against actual and reasonable expenses (including attorney fees) incurred by the person in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce the mandatory indemnification provided by this Section.
- 46. Contract Right; Limitation on Indemnity.** The right to indemnification conferred in this Article shall be a contract right and shall apply to services of a director, officer, or as an employee or agent of the Corporation as well as in the person's capacity as a director or officer. Except as provided in Article 3, the Corporation shall have no obligations under this Article to indemnify any person in connection with any proceeding, or part thereof, initiated by the person without authorization by the Board of Directors.
- 47. Determination That Indemnification Is Proper.** Any indemnification under this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 1 or 2 of this Article, whichever is applicable, and upon an evaluation of the reasonableness of expense and amounts paid in settlement. The determination and evaluation shall be made in any of the following ways:
- A . By a majority vote of a quorum of the Board consisting of directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

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B. If the quorum described in clause (a) above is not obtainable, then by majority vote of a committee of two or more directors who are not at the time parties or threatened to be made parties to the action, suit, or proceeding.

C. By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways: (i) by the board or its committee in the manner prescribed in subparagraph (a) or (b); or (ii) if a quorum of the board cannot be obtained under subparagraph (a) and a committee cannot be designated under subparagraph (b), by the board.

D. By the members, except for members who are also directors, officers, employees, or agents who are parties or threatened to be made parties to the action, suit, or proceeding.

E. *Proportionate Indemnity.* If a person is entitled to indemnification under this Article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

48. Expense Advance. The Corporation may pay or reimburse the reasonable expenses incurred by a person referred to in Section 1 or 2 of this Article who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply: (a) the person furnishes the Corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in Section 1 or 2 of this Article; (b) the person furnishes the Corporation a written undertaking executed personally, or on his or her belief, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under Section 1 or 2 of this Article. The authorization of payment must be made in the manner specified in Section 6 of this Article.

49. Non-Exclusivity of Rights. The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

50. Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest

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extent of the provisions of this Article with respect to the indemnification and advancement of expenses of any director or officer of the Corporation.

51. Former Directors and Officers. The indemnification provided in this Article continues for a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

52. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation, arising out of his or her status as such, whether or not the Corporation would have power to indemnify the person against the liability under these Bylaws or Wisconsin law.

ARTICLE 10: MISCELLENIOUS PROVISIONS

- (1) **Governing Law.** If there is any change to WI law | statutory provisions that are applicable to the Corporation, then the indemnification to which any person shall be entitled under this Article shall be determined by the changed provisions, but only to the extent that the change permits the Corporation to provide broader indemnification rights than the provisions permitted the Corporation. The Board of Directors is authorized to amend these bylaws to conform to any such changed statutory provisions.
- (2) **Amendment or Repeal of Articles.** No amendment or repeal of these Bylaws shall apply to or have any effect on any director, officer, employee, or agent of Kenya In Milwaukee for or with respect to any acts or omissions of the director, officer, employee, or agent occurring before the amendment or repeal.
- (3) **Impact of Tax Exempt Status.** The rights to indemnification do not violate Kenya In Milwaukee's status as a tax exempt organization in accordance with §501(c)(3) of the Internal Revenue Code of 1986 (as amended).
- (4) **Amendment | Adoption.** Except as otherwise provided, these Bylaws may be adopted, amended, restated or repealed by a majority of the Board of Directors.
- (5) **Record | Original Copy of Bylaws.** The original or copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, shall be kept at Kenya In Milwaukee's Registered Office (*see article 1 above*) and shall be open to inspection by the officers and directors at all reasonable times during office hours.

Kenyans in Milwaukee.

I, _____ hereby certify that I am the President of
KENYANS IN MILWAUKEE, INC. I further certify that these Bylaws are in effective as
of _____.

Signature

Notary Seal

Dated this ____ day of _____, 20__

Commission Expires:

Signature of Notary Public

Draft 5/4/2011